

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Ruder Finn, Inc.

2. Registration Number

6840

3. Primary Address of Registrant

425 East 53rd Street, New York City, NY 10022

4. Name of Foreign Principal

NEOM Company

5. Address of Foreign Principal

Information Technology and Communications Complex, 2nd
Floor Bldg IN- 01, Al Nakheel District 12382
Riyadh
SAUDI ARABIA 11411

6. Country/Region Represented

SAUDI ARABIA

7. Indicate whether the foreign principal is one of the following:

☐ Government of a foreign country¹☐ Foreign political party☒ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☒ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

See Appendix for Response

- b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

11. Explain fully all items answered "Yes" in Item 10(b).

See Appendix for Response

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

06/17/2020

Ian Glover

/s/Ian Glover

U.S. Department of Justice

Registration Statement

Washington, DC 20530

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

6/16/2020

Ian Glover



Appendix

Response to Item 10(b)

NEOM is a bold and audacious dream. It is a vision of what a New Future might look like (in fact, NEOM means, "new future"). It's an attempt to do something that's never been done before and it comes at a time when the world needs fresh thinking and new solutions. NEOM is being built on the Red Sea in northwest Saudi Arabia as a living laboratory - a place where entrepreneurship and innovation will chart the course for this New Future. NEOM will be a destination, a home for people who dream big and want to be part of building a new model for sustainable living, working and prospering.

NEOM will include towns and cities, ports and enterprise zones, research centers, sports and entertainment venues, and tourist destinations. It will be the home and workplace for more than a million citizens from around the world.

NEOM will introduce a new model for urban sustainability and be a place that is focused on setting new standards for community health, environmental protection and the effective and productive use of technology.

Appendix

Response to Item 11

Item 11: Explain fully all items answered "Yes" in Item 10(b).

Item 10(b)(1): NEOM Company is an incorporated company in Kingdom of Saudi Arabia. NEOM will be backed by more than \$500 billion over the coming years by the Public

Investment Fund of Saudi Arabia, as well as local and international investors

Item 10(b)(2): NEOM Company is an incorporated company in Kingdom of Saudi Arabia. NEOM will be backed by more than \$500 billion over the coming years by the Public

Investment Fund of Saudi Arabia, as well as local and international investors

Item 10(b)(3): NEOM Company is an incorporated company in Kingdom of Saudi Arabia. NEOM will be backed by more than \$500 billion over the coming years by the Public

Investment Fund of Saudi Arabia, as well as local and international investors

Item 10(b)(4): NEOM Company is an incorporated company in Kingdom of Saudi Arabia. NEOM will be backed by more than \$500 billion over the coming years by the Public

Investment Fund of Saudi Arabia, as well as local and international investors

Item 10(b)(5): NEOM Company is an incorporated company in Kingdom of Saudi Arabia. NEOM will be backed by more than \$500 billion over the coming years by the Public

Investment Fund of Saudi Arabia, as well as local and international investors

Item 10(b)(6): NEOM Company is an incorporated company in Kingdom of Saudi Arabia. NEOM will be backed by more than \$500 billion over the coming years by the Public

Investment Fund of Saudi Arabia, as well as local and international investors

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Ruder Finn, Inc.

2. Registration Number
6840

3. Name of Foreign Principal
NEOM Company

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 06/10/2020
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

THE REGISTRANT WILL LOCATE A STAFF OF 2-3 EMPLOYEES IN SAUDI ARABIA, SUPPORTED BY TEAMS FROM THE USA AND ASIA OFFICES OF THE REGISTRANT, IN PERFORMING SOCIAL MEDIA-RELATED TASKS DESCRIBED IN MORE DETAIL IN THE ENCLOSED AGREEMENT. THE TOTAL CONTRACT VALUE IS \$1,701,000 (PLEASE SEE ENCLOSED AGREEMENT FOR BREAKDOWN OF COSTS FOR VARIOUS SERVICES AND INVOICING TERMS).

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

THE REGISTRANT WILL DESIGN, DEVELOP AND MANAGE A DEDICATED WEBSITE, DEVELOP BRAND STRATEGY, AND DEVELOP AND IMPLEMENT SOCIAL MEDIA STRATEGY AND POLICY FOR NEOM, A NEW CITY BEING BUILT BY THE SAUDI GOVERNMENT ON THE RED SEA IN NORTHWEST SAUDI ARABIA AS A MODEL FOR SUSTANIABLE LIVING. THE REGISTRANT WILL MONITOR SOCIAL MEDIA PLATFORMS AND ASSIST WITH SOCIAL MEDIA CAMPAIGNS RELATED TO THE PROMOTION OF NEOM AS A CITY OF THE FUTURE.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

IN CONNECTION WITH PERFORMING SOCIAL MEDIA-RELATED ACTIVITIES FOR THE FOREIGN PRINCIPAL, THE REGISTRANT MAY ATTEMPT TO INFLUENCE MEMBERS OF THE US PUBLIC AND/OR US GOVERNMENT OFFICIALS WITH RESPECT TO THE NEOM CITY PROJECT, WHICH IS IN THE POLITICAL OR PUBLIC INTEREST OF THE SAUDI GOVERNMENT.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
------	---------	--------	---------

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
---------------	-----------	---------	-----------------------

Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
------	-----------	---------	--------

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

06/17/2020

Ian Glover

/s/Ian Glover

U.S. Department of Justice

Registration Statement

Washington, DC 20530

OMB No. 1124-0001 Expires May 31, 2020

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

6/16/2020

Ian Glover



NEOM COMPANY

and

Ruder Finn, Inc.

SERVICES AGREEMENT

100784 - CSR Digital Platforms and Digital Community Management

A handwritten signature in black ink, appearing to read "Katay Bly", is centered at the bottom of the page.

CONTRACT AGREEMENT

THIS CONTRACT BETWEEN

- (1) **NEOM COMPANY**, a single member closed joint stock company duly incorporated under the laws of the Kingdom of Saudi Arabia, under commercial registration number 1010504644 and having its address at the Information Technology and Communications Complex (ITCC), 2nd Floor Building IN-01, Al Nakheel District 12382, Riyadh, P.O. Box 10, Riyadh 11411, Kingdom of Saudi Arabia (the "**Employer**");

and

- (2) Ruder Finn, Inc. duly licensed under the laws of United States of America, and whose address is 425 East 53rd Street, New York City, NY, 10022, United States of America (the "**Service Provider**"),

each a "**Party**" and together the "**Parties**".

WHEREAS

- (A) The Employer requires services, with respect to CSR Digital Platform and Community Management as part of the development of the NEOM project. The Services are defined in detail in the Terms and Conditions.
- (B) The Employer has selected the Service Provider to provide the Services.
- (C) The Service Provider has agreed to provide the Services on the terms set out in this Contract in consideration for the Contract Price.

THE PARTIES HAVE AGREED AS FOLLOWS:

1. DEFINITIONS

In this Contract, unless the context otherwise requires capitalised terms have the meaning given in the Terms and Conditions.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents and any inconsistency or discrepancy between these documents shall be resolved in the following order of priority: (i) this Contract Agreement; (ii) the Contract Data; (iii) the Terms and Conditions; and (iv) the Schedules.

3. TERM

This Contract shall have effect on and from the Effective Date and shall continue in full force and effect for a period of 1 year (the "**Term**"). The Employer shall have the option to extend the Term for an additional year upon providing notice to the Service Provider no later than 30 days prior to the end of the initial Term.

4. SERVICES

The Service Provider shall perform the Services in accordance with the terms set out in this Contract. If, before this Contract becomes effective, the Service Provider performs any of the Services following written instruction to commence and proceed from the Employer, those Services shall be governed by this Contract and shall be deemed to be performed pursuant to this Contract.

5. CONTRACT PRICE

In consideration of the Service Provider's satisfactory performance of the Services, the Employer shall pay the Service Provider a fee in accordance with Schedule 2 and the terms of this Contract (the "**Contract Price**").

6. DATE FOR COMMENCEMENT AND COMPLETION

The Commencement Date of the Services shall be May 20, 2020 (the "**Commencement Date**"). The Date for Completion of the Services shall be May 20, 2021 (the "**Date for Completion**"), as may be adjusted in accordance with this Contract.



IN WITNESS WHEREOF, the Parties hereto have signed this Contract on the last day and year written below.

NEOM Company

Name: Nadhmi Al Nasr

Signature:



Title: CEO

Date: Jun 10, 2020

Ruder Finn, Inc.

Name: Kathy Bloomgarden

Signature:

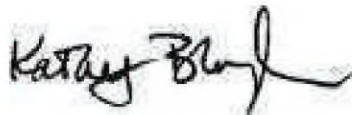


Title: CEO

Date: May 22nd, 2020

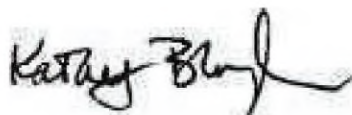
Contract Data

ISSUE		DETAIL	
1.	Contract Name/No	100784 - CSR Digital Platforms and Digital Community Management	
2.	Employer Address (Parties and Clause 20)	Attention:	Nadhmi Al Nasr
		Address	As stated in the Contract Agreement
3.	Service Provider Address (Parties and Clause 20)	Attention:	[Legal]
		Address	As stated in the Contract Agreement
		Telephone	[+1 212 593 5818]
		Email	[legal@ruderfinn.com]
4.	Service Provider's Representative (Clause 1.1)	Peggy Walsh, CFO	
		Address	425 East 53 rd Street, New York, NY, 10022, United States of America
		Telephone	+1 212 593 5818
		Email	walshp@ruderfinn.com
5.	Periodic Reports (Clause 2.4)	The Service Provider shall provide the required reports weekly.	
6.	Payment Terms - invoices (Clause 7.3.1)	The Service Provider shall issue invoices based on Completion.	
7.	Payment Terms - currency (Clause 7.4.1(C))	The currency shall be USD.	
8.	Service Provider's country of incorporation (Clause 9.1.1)	United States of America	



TERMS AND CONDITIONS
TABLE OF CONTENTS

Clause	Headings	Page
1.	DEFINITIONS AND INTERPRETATION	1
2.	THE SERVICE PROVIDER'S OBLIGATIONS.....	3
3.	ACCEPTANCE OF SERVICES	4
4.	EMPLOYER SUPPLIED INFORMATION	4
5.	RECORDS	4
6.	PERSONNEL	5
7.	PAYMENT	5
8.	TAXES AND FEES	6
9.	WARRANTIES	7
10.	INSURANCE	8
11.	INDEMNITY AND LIABILITY	9
12.	CONFIDENTIALITY	9
13.	INTELLECTUAL PROPERTY	10
14.	SUSPENSION.....	11
15.	TERMINATION.....	11
16.	ASSIGNMENT AND SUB-CONTRACTING.....	12
17.	FORCE MAJEURE.....	12
18.	CHANGE IN LAW.....	15
19.	DISPUTE RESOLUTION	15
20.	NOTICES	15
21.	MISCELLANEOUS.....	15
	SCHEDULE 1 SCOPE OF SERVICES	18
	SCHEDULE 2 SCHEDULE OF RATES	26



1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Contract, unless the context otherwise requires:

"Affiliate" with respect to a Party means a public, private, governmental or commercial company or other entity that Controls, is Controlled by, or is under common Control with, such Party and/or a shareholder of such Party;

"Authority" means any government, semi or local government, statutory, public or other authority or body having jurisdiction over or in connection with the Employer, the Service Provider, the Project or the Services (or anything in connection with any of them);

"Background IP" has the meaning given to it in Clause 13.1;

"Business Day" means any day which is an official business day of the Employer;

"Change in Law" means with respect to a law governing this Contract:

- (a) its introduction; or
- (b) its amendment, change, modification or repeal,

after the start of the Term which has a material adverse effect on the Service Provider's performance of its obligations under this Contract and which the Service Provider could not reasonably have foreseen at the start of the Term;

"Certificate of Insurance" is the document providing evidence that required insurance coverage, endorsements and limits have been purchased by the Service Provider;

"Commencement Date" means the date by which the Services shall commence as set out in the Contract Agreement;

"Confidential Information" means all information, documentation, data and IP Rights (including information stored or transmitted into a computer, database or any other device by electronic means) relating to the Employer, its Affiliates, agents and contractors or this Contract which is provided to or obtained by the Service Provider including any document or data marked "Confidential" or any information, document or data which the Service Provider has been informed is confidential or which the Service Provider ought reasonably comprehend that the Employer would regard as confidential;

"Contract" means the Contract Agreement, Contract Data, Terms and Conditions, and Schedules, as set out under Clause 2 of the Contract Agreement;

"Contract Agreement" means the form of contract signed by the Parties which forms part of this Contract;

"Contract Data" means the information and the terms and conditions set out in the Contract Agreement;

"Contract Price" means the amount set out in Schedule 2 that the Employer shall pay the Service Provider for satisfactory performance of the Services, as amended in accordance with this Contract;

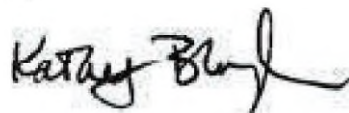
"Control" means the power to direct the management and policies of a company or other entity, directly or indirectly, whether through the ownership of shares, the use of voting rights, by contract or otherwise;

"Date for Completion" means the date by which the Services shall be completed as set out in the Contract Agreement;

"Documents" means all documents including bill of quantities, drawings and sketches, maps, plans, photographs, specifications, calculations, reports, computer software, databases, manuals, as build documents, models, three-dimensional works pertaining to geography or topography or other architectural works, technical and design documents and any other copyright works prepared by or on behalf of the Service Provider for the benefit of the Employer pursuant to this Contract;

"Effective Date" shall mean the date of the last signature of the Contract Agreement;

"Employer Supplied Information" means any information, documentation, data and IP Rights (including information stored or transmitted into a computer, database or any other device by electronic means) supplied or made available to the Service Provider by or on behalf of the Employer at any time and whether or not contained in this Contract;



“Employer’s Representative” means the person appointed by the Employer to act as its representative in respect of this Contract and whose name the Employer may notify to the Service Provider from time to time;

“Force Majeure” has the meaning given in Clause 17.1;

“GAZT” means the General Authority of Zakat and Tax of the Kingdom of Saudi Arabia;

“Good Industry Practice” means the practices which are generally engaged in or observed by reputable international contractors regarding services of a similar complexity, scope, nature and purpose to the Services and acting in good faith in accordance with the requirements of the laws of the Kingdom of Saudi Arabia;

“GOSI” means the General Organization for Social Insurance of the Kingdom of Saudi Arabia;

“Income Tax Law and Income Tax By-Laws” means the relevant laws of the Kingdom of Saudi Arabia governing income tax in the Kingdom of Saudi Arabia;

“Insurance Policies” means the insurance policies requested by the Employer mandated by law and specified in Clause 10;

“Insurer” means an insurer approved by the Employer, with whom the Service Provider effects the Insurance Policies;

“IP Rights” means all intellectual property rights including patents, rights to and in inventions, (whether patentable or not), copyright and related rights, trademarks, service marks, logos, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, know how, trade secrets and the designs contained within them and any other intellectual property rights, in each case, whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

“Materials” has the meaning given to it in Clause 13.2;

“Project” means the NEOM project being developed by the Employer in the Kingdom of Saudi Arabia;

“Resources” means equipment, materials, facilities, premises, utilities, transport, accommodation, stationery, staff, manpower, labour, professional services, administration services and research material;

“Schedule” means a schedule to this Contract;

“Service Provider’s Representative” means the person appointed by the Service Provider to act as its representative in respect of this Contract as named in the Contract Data or any replacement notified by the Service Provider to the Employer from time to time;

“Services” means the services to be performed by the Service Provider as described in Schedule 1;

“Sub-Contractor” means a sub-contractor of any tier engaged by the Service Provider in connection with the performance of the Service Provider’s obligations under this Contract;

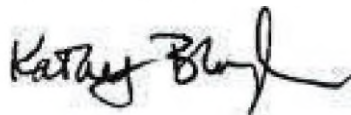
“Tax” means any tax (including any personal, Zakat, value added tax or withholding tax), levy, impost, duty (including customs duty), registration fee or other charge or withholding of a similar nature (including any penalty payable in connection with any failure to pay or any delay in paying any of the same) whether levied by the Government of the Kingdom of Saudi Arabia or any government outside the Kingdom of Saudi Arabia; and

“Term” shall be as defined in the Contract Agreement.

1.2 Interpretation

In this Contract, unless the context otherwise requires:

- 1.2.1 reference to a ‘Clause’ is a reference to a Clause of this Contract;
- 1.2.2 headings are for convenience only and shall not affect the interpretation of this Contract;
- 1.2.3 ‘include’ and ‘including’ or similar expressions are not words of limitation;
- 1.2.4 any gender includes the other gender;
- 1.2.5 words in the singular include the plural and vice versa;



- 1.2.6 if a word or phrase is defined, its other grammatical forms have corresponding meanings;
- 1.2.7 reference to a 'person' includes a natural person and any organisation or entity having legal capacity and vice versa;
- 1.2.8 references to time shall be to the time of day in the Kingdom of Saudi Arabia;
- 1.2.9 if a period of time starts on a given day or the day of an act or event, the period of time is to be calculated inclusive of that day;
- 1.2.10 reference to a 'day', 'month' or 'year' mean a day, month or year in the Gregorian calendar;
- 1.2.11 a statute, ordinance, code, decree or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- 1.2.12 an obligation to act in good faith does not create a fiduciary relationship between the Parties and does not, unless otherwise provided in this Contract, create an obligation to act against the relevant Party's commercial interests;
- 1.2.13 a 'breach' of this Contract shall include any failure by a Party to perform its obligations under this Contract in accordance with any standard, code, protocol, direction or timetable as required by this Contract;
- 1.2.14 reference to 'cost' includes expense; and
- 1.2.15 wherever this Contract refers to a period of time by way of notice:
 - (A) the first day of the notice period shall be the day of deemed receipt of the notice in accordance with Clause 20; and
 - (B) the effective date for the purposes of the subject of the notice shall commence on the last day of the period of notice.

2. THE SERVICE PROVIDER'S OBLIGATIONS

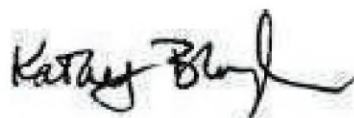
2.1 Standards of Performance

- 2.1.1 The Service Provider shall perform the Services and its other obligations under this Contract in accordance with:
 - (A) Good Industry Practice;
 - (B) the protocols and timelines set out in Schedule 1;
 - (C) the requirements of any insurance procured in accordance with this Contract;
 - (D) all applicable laws and the requirements of any relevant Authorities; and
 - (E) any instructions and directions of the Employer given from time to time in accordance with this Contract.
- 2.1.2 The Service Provider shall exercise all reasonable skill, care and diligence to be expected of a properly qualified and competent professional contractor experienced in carrying out duties and services of the type comprised in the Services for projects of a similar size, scope and complexity to the Project.

2.2 The Services

The Service Provider shall:

- 2.2.1 commence the Services on the Commencement Date and complete the Services by the Date for Completion;
- 2.2.2 provide all Resources necessary for the proper execution of the Services;
- 2.2.3 prepare and submit the Documents in accordance with this Contract and any other requirements of the Employer;
- 2.2.4 ascertain the Employer's requirements for the Project and, for that purpose, regularly consult with the Employer's Representative; and



- 2.2.5 interface, cooperate and coordinate with the Employer's other consultants and contractors where this is necessary or desirable for the proper performance of the Services.

2.3 Consents

- 2.3.1 At its own cost, the Service Provider shall apply for, obtain and maintain for the duration of the Term all consents, approvals, certificates, permits, licences, statutory agreements and authorisations required by law, any Authority or relevant third party in order to perform the Services.
- 2.3.2 The Employer shall not be liable for any delay, cost or expense incurred or suffered by the Service Provider arising from its failure to comply with the requirements of this Clause 2.3.

2.4 Periodic and Other Reports

The Service Provider shall provide the Employer with periodic reports, at the times set out in the Contract Data, which shall include detailed information on the performance of the Services during the relevant period; and any other information that is reasonably required by the Employer. The Service Provider shall immediately advise the Employer of any matter of significant importance requiring prompt notification to the Employer and any decision required by the Employer and the deadline for providing it.

2.5 Compliance and Approvals

Reviewing or the giving of any approval, consent, comment, instruction, direction or opinion by the Employer, the Employer's Representative or any other consultant of the Employer in connection with this Contract shall not relieve the Service Provider of any of its obligations or liabilities under this Contract.

3. ACCEPTANCE OF SERVICES

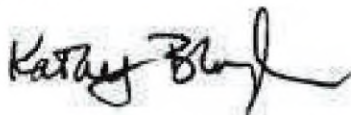
- 3.1 If the Service Provider considers that it has completed the performance of the Services in accordance with this Contract, it shall give the Employer a notice requesting a review and inspection of the Services. The Parties shall, if so requested by the Employer, jointly undertake a review and inspection to determine whether the Services have been completed in accordance with this Contract, including the key performance indicators developed in accordance with Schedule 1.
- 3.2 If, as a result of the review and inspection referred to in Clause 3.1, the Parties identify any outstanding matters to be completed by the Service Provider in order to complete the performance of the Services in accordance with this Contract, the Service Provider shall take all measures necessary to promptly complete those outstanding matters at its cost. The Employer shall promptly notify the Service Provider whether it requires any further outstanding matters to be completed by the Service Provider in order for the Service Provider to complete the performance of the Services in accordance with this Contract.

4. EMPLOYER SUPPLIED INFORMATION

- 4.1 Any Employer Supplied Information has been or shall be provided only for the Service Provider's convenience, and has not been and shall not be relied upon by the Service Provider for any purpose (including entering into this Contract or performing its obligations under this Contract). The Service Provider shall not be entitled to any claim arising from or in connection with the inaccuracy, incompleteness or inadequacy of the Employer Supplied Information or the non-provision of any other information by the Employer.
- 4.2 The Employer does not assume any responsibility or duty of care with respect to the Employer Supplied Information. The Service Provider shall make its own assessment on any Employer Supplied Information received, which shall not relieve, alter, limit or change the Service Provider's obligations under the Contract.
- 4.3 The Service Provider obtains no IP Rights in the Employer Supplied Information and hereby waives any claim to any such IP Rights and, unless otherwise agreed, the Employer Supplied Information shall only be used by the Service Provider for the purpose of performing the Services.

5. RECORDS

The Service Provider shall maintain complete and accurate books and records in connection with the performance of the Services for periods required by law or Good Industry Practice, but not less than seven years after expiry or termination of the Contract. All such books and records shall be available for inspection by the Employer at all times and the Employer shall be entitled to take copies of all or any part of such books and records.



6. PERSONNEL

- 6.1 The Service Provider shall be responsible for the selection, hiring, supervision, transportation and the payment of remuneration and associated benefits (including the withholding and remitting of all relevant taxes) of its personnel, including any key personnel.
- 6.2 The Service Provider shall provide sufficient numbers of personnel to properly and diligently complete the Services. Such personnel shall be fluent in English, and suitably qualified, experienced and competent to carry out the roles assigned to them. The Service Provider shall, at the Employer's request, provide the Employer with evidence of the competency of such personnel (including details of previous experience and qualifications).
- 6.3 The Service Provider and the Employer shall agree on any key personnel for the Services prior to commencing work. The Service Provider shall give the Employer at least 10 Business Days' notice if it intends to replace any key personnel and the Employer shall have the right to refuse such replacement if it is not satisfied with the ability of the replacement individual.
- 6.4 The Service Provider shall at all times be responsible and liable for the welfare and all acts or omissions of its personnel and those of its Sub-Contractors.

7. PAYMENT**7.1 Pre-Condition**

No payment of any kind shall be made by the Employer to the Service Provider in connection with or in relation to this Contract until the Employer receives a valid invoice in conformance with Clause 7.3 in relation to the payment to be made.

7.2 Contract Price

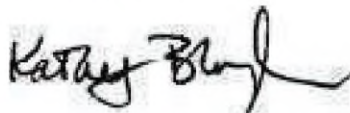
In consideration of the Service Provider's satisfactory performance of the Services, the Employer shall pay the Service Provider the Contract Price in accordance with Schedule 2 and this Clause 7. The Service Provider covenants that the Contract Price is based on its study of all the details of the Services required under this Contract.

7.3 Invoices

- 7.3.1 The Service Provider shall issue invoices for the periods or at the times as set out in the Contract Data. The Service Provider shall give the Employer a correct and complete invoice which shall include all details specified by the Employer at the commencement of the Services. For instances in which Value Added Tax (VAT) is applicable, the Service Provider shall issue invoices prepared in compliance with Article 53 of the Kingdom of Saudi Arabia's Value Added Tax Implementing Regulations.
- 7.3.2 If the Employer objects to any invoice (in whole or in part), it shall:
- (A) notify the Service Provider within 10 Business Days after receiving such invoice of the objection and specify the reason for the Employer's objection; and
 - (B) pay in accordance with this Clause 7 any part of the invoice to which the Employer does not object provided that the Service Provider issues a new invoice in accordance with this Clause 7 for that part of the original invoice to which the Employer does not object.
- 7.3.3 If the Service Provider receives an objection notice from the Employer in accordance with Clause 7.3.2(A), the Service Provider shall amend and submit a revised invoice accordingly.
- 7.3.4 The Employer shall have no obligation to pay any invoice (in whole or in part) which it has not received from the Service Provider within 6 months after the date on which the Service Provider performed the Services or incurred any cost to which such invoice relates.

7.4 Payment Terms

- 7.4.1 The Employer shall make payments to the Service Provider:
- (A) within 45 Business Days of receipt by the Employer of an invoice that complies with this Clause 7;
 - (B) by cheque unless the Employer agrees to a direct transfer to a bank nominated by the Service Provider; and
 - (C) in the currency set out in the Contract Data.



7.4.2 Payments made by the Employer shall:

- (A) be without prejudice to any of the Employer's rights;
- (B) not be construed as a waiver of its right to object to any invoice so paid; and
- (C) not indicate, or be deemed to indicate, the Employer's acceptance or approval of the Service Provider's performance of its obligations under this Contract to which the invoice relates.

7.4.3 If the Employer makes any payment to the Service Provider in accordance with this Contract by direct transfer to a bank nominated by the Service Provider, the Service Provider shall bear all charges imposed in connection with such transfer including charges imposed by the Employer's bank, the bank nominated by the Service Provider and any intermediary.

7.5 Set off

Notwithstanding any other provision of this Contract, the Employer may set off or deduct from any amounts due to the Service Provider:

- 7.5.1 any amount due, or which it is reasonably apparent may become due, from the Service Provider to the Employer under this Contract;
- 7.5.2 any amount paid by the Employer to a third party where the Service Provider was obliged to make such payment in accordance with this Contract but failed to do so;
- 7.5.3 any deduction or withholding tax required by law; and
- 7.5.4 any amount due to the Employer from an Insurer which is paid to the Service Provider rather than directly to the Employer.

7.6 Payment of Sub-Contractors

Upon receipt of payment under this Contract, the Service Provider shall:

- 7.6.1 promptly pay its Sub-Contractors, personnel and suppliers in accordance with their contracts any part of the payments it receives under this Contract that are attributable to the works or services performed and/or goods supplied by each Sub-Contractor, personnel and supplier in connection with this Contract; and
- 7.6.2 if so requested by the Employer, give the Employer a notice confirming that it has complied with Clause 7.6.1.

7.7 Overpayment and Debt Recovery

If the Parties agree or it is determined that the Employer has, for whatever reason, overpaid the Service Provider with respect to any invoice, the Service Provider shall, at its cost, refund the relevant amount within 5 Business Days after that agreement or determination.

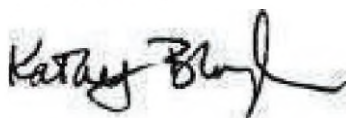
8. TAXES AND FEES

8.1 The Service Provider shall be liable for and shall pay in a timely manner:

- 8.1.1 all Taxes levied (whether directly or indirectly) in connection with this Contract;
- 8.1.2 all payments relating to sponsorship arrangements or local partnerships undertaken by the Service Provider to establish and carry out its business in the Kingdom of Saudi Arabia;
- 8.1.3 all national insurance, social security, Zakat and other such withholdings or contributions which are payable in connection with the Service Provider carrying out its business and performing its obligations under this Contract; and
- 8.1.4 all other costs, fees, commissions and royalties incurred directly or indirectly in connection with this Contract.

8.2 The Service Provider indemnifies, defends and holds harmless the Employer and its Affiliates, officers, directors, employees, agents and contractors against all claims, liabilities, actions and costs (including all legal fees and costs on a full indemnity basis) arising in connection with any Taxes and fees including those referred to in Clause 8.1.

8.3 The Contract Price shall be inclusive of any applicable value added tax and the Service Provider shall issue an invoice with the prevailing VAT rate as applicable (where appropriate the Service Provider shall apply any VAT exemption or a zero rate).



- 8.4 Any withholding taxes applicable under the Income Tax Law and Income Tax By-Laws on the payments to be made to the Service Provider under the Contract, shall be deducted at the time of the payment, from the gross amount of the payment being made to the Service Provider, in accordance with the rate applicable on such payment under the Income Tax Law and Income Tax By-Laws. For the avoidance of doubt, gross payment for withholding taxes purposes includes the reimbursement of out-of-pocket expenses, if any, billed by the Service Provider.
- 8.5 If the Employer makes any payment under the Contract in respect of which it is required to apply applicable withholding taxes, the Employer shall furnish to the Service Provider a withholding tax certificate or other evidence of such withheld taxes, upon written request by the Service Provider, evidencing that such taxes have been withheld and paid. Where the Service Provider requires the withholding tax certificate to be attested by GAZT, the Employer shall facilitate the Service Provider to get the certificate attested by the GAZT provided that the Service Provider will reimburse the Employer for all the professional charges and other related cost incurred by the Employer to secure such attestation.
- 8.6 For instances in which withholding taxes are applicable, any payment being made by the Employer to the Service Provider under the Contract is subject to tax relief (i.e. zero rate or a reduced rate of tax) under the provisions of an applicable double tax treaty, the Employer shall apply withholding tax in accordance with the rate applicable on such payment under the Income Tax Law and Income Tax By-Laws, unless the Service Provider provides to the Employer a confirmation/pre-approval from the GAZT to the effect that the income derived by the Service Provider under the Contract is not subject to tax (or subject to zero rate or a reduced rate of tax) in the Kingdom of Saudi Arabia under the provision of the said double tax treaty.

9. WARRANTIES

9.1 Corporate Warranties

The Service Provider represents, warrants and undertakes that:

- 9.1.1 it is a company properly instituted and incorporated under the laws of the country specified in the Contract Data;
- 9.1.2 it has the corporate power and authority to enter into and to exercise its rights and perform its obligations under the Contract;
- 9.1.3 it has the full power and all necessary authorisations to enter into and comply with its obligations under this Contract; and
- 9.1.4 the obligations expressed to be assumed by the Service Provider under the Contract are legal, valid, binding and enforceable to the extent permitted by law.

9.2 Non-Infringement Warranties

The Service Provider represents, warrants and undertakes that:

- 9.2.1 the IP Rights utilised, licensed or granted in connection with this Contract do not infringe any third party rights;
- 9.2.2 the entry into and performance by it of the transactions contemplated by this Contract do not and shall not infringe or conflict with:
 - (A) any law, regulation, judicial or official order or similar enactment of any relevant jurisdiction; or
 - (B) the constitutional documents of the Service Provider; and
- 9.2.3 it shall not enter into any contract or accept any obligation which is inconsistent or incompatible with the Service Provider's obligations under this Contract.

9.3 Performance Warranties

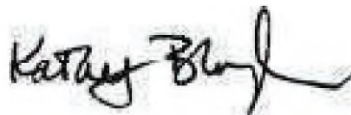
The Service Provider represents, warrants and undertakes that:

- (A) it shall perform its obligations under this Contract in a competent and professional manner and in accordance with Good Industry Practice;
- (B) it shall perform its obligations under this Contract in compliance with all laws, regulatory requirements, decrees, codes of practice, licences and permits and shall not do or permit anything to be done which might cause or otherwise result in a breach by the Employer of any of the same;

- (C) it shall perform its obligations under this Contract so that all of its deliverables are free from deficiencies and omissions, and conform to all specifications and requirements agreed between the Parties or set out in this Contract;
- (D) it shall promptly re-perform or remedy, free of charge and without any extension of time, any failure to perform its obligations under this Contract or any failure of a deliverable to comply with this Contract;
- (E) it shall perform its obligations under this Contract in compliance with the guidelines and policies provided by the Employer to the Service Provider from time to time; and
- (F) without limiting the Service Provider's obligations pursuant to this Contract, it shall cooperate with the Employer's personnel and other third party suppliers to the Employer as is reasonably necessary for such personnel to use the Services and/or the deliverables and/or such third party suppliers to continue to supply their services and deliverables to the Employer.

10. INSURANCE

- 10.1 Without limiting the Service Provider's obligations and responsibilities in connection with this Contract, the Service Provider shall, at its own cost, insure or cause to be insured with an Insurer, the Insurance Policies for the Term and in accordance with this Contract and all applicable laws. The Service Provider shall maintain the following insurance policies and any other insurance policy that is deemed compulsory by law or necessary in performing the Services under this Contract:
 - 10.1.1 Workmen's compensation and employer's liability insurance in accordance with the applicable laws and statutory requirements.
 - 10.1.2 Motor vehicle third party liability insurance, which shall provide for an amount not less than SAR 10,000,000 for any one occurrence for bodily injury, death or damage to third party property resulting from an accident. This policy is only required if the Services involve the Service Provider's use of a vehicle as part of the Services being provided.
 - 10.1.3 Third party liability insurance, containing a cross liability clause in the joint names of the Employer and the Service Provider, shall provide for an amount not less than SAR 1,000,000 per claim and in the aggregate.
 - 10.1.4 Professional indemnity insurance, which shall provide for an amount not less than SAR 300% of the Contract Price per claim and in the aggregate, and warrant that either continuous coverage will be maintained or an extended reporting period will be exercised for a period of three (3) years after the expiration or cancellation of the policy.
- 10.2 The Service Provider shall ensure that each Insurance Policy includes provisions:
 - 10.2.1 that the Insurer has agreed to waive all rights of subrogation against the Employer, its Affiliates, officers, directors, employees, agents and contractors; and
 - 10.2.2 that requires at least 30 days written notice shall be given by the Insurer to the Service Provider prior to any cancellation, non-renewal or material modification to such Insurance Policy.
- 10.3 Within 15 days after the Effective Date and before it commences performing its obligations under this Contract, the Service Provider shall give the Employer the Certificates of Insurance, including all required endorsements mentioned in this Clause 10, limits, and deductible levels, evidencing that the premiums are current and that the Insurance Policies are in force.
- 10.4 If the Service Provider fails to effect or keep in force the Insurance Policies, the Employer may, at its sole discretion:
 - 10.4.1 effect and keep in force any such Insurance Policy and deduct the cost of doing so from any money due or which may become due to the Service Provider or recover the same as a debt due from the Service Provider; and/or
 - 10.4.2 stop all payments otherwise due to the Service Provider until such time as the Service Provider has complied with its obligations under this Clause 10.
- 10.5 The Service Provider's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.



10.6 The Service Provider shall submit all the claim documents to the Insurers directly and shall handle all claim negotiations directly with Insurers and also notify the Employer of the status of the claims associated with this Contract.

10.7 All liabilities in excess of the indemnities and all deductibles provided under the Insurance Policies shall be for the account of and paid by the Service Provider.

11. INDEMNITY AND LIABILITY

11.1 Indemnity

The Service Provider indemnifies, defends and holds harmless the Employer and its Affiliates, officers, directors, employees, agents and contractors against any loss, damage or cost (including all legal fees and costs on a full indemnity basis) arising out of or in connection with the entry into this Contract or the performance or breach of the Service Provider's obligations under this Contract (including the obligations set out in Clause 10), or any non-compliance with or breach of any law or any infringement or alleged infringement of third party rights (including IP Rights), misrepresentation, negligence, fraud or wilful misconduct by the Service Provider, its shareholders, Affiliates, officers, directors, employees, agents, contractors or Sub-Contractors.

11.2 Liability

11.2.1 Subject to Clause 11.2.2 and to the maximum extent permitted by law, neither Party shall be liable for any indirect, exemplary, punitive or consequential loss or damage including damages or claims in the nature of lost revenue, income, profits or investment opportunities whether arising under claims in contract or at law, unless provided for under this Contract.

11.2.2 Despite any other provision of this Contract, the Service Provider's liability to the Employer shall not be limited with respect to:

- (A) any breach by the Service Provider of Clauses 12 or 13;
- (B) any personal injury or damage to property to the extent that it is caused directly or indirectly by an act or omission by or on behalf of the Service Provider; or
- (C) any claim the Employer has against the Service Provider with respect to any misrepresentation, negligence, fraud or wilful misconduct.

11.2.3 Subject to Clause 11.2.2 and except to the extent determined to have resulted from the Service Provider's negligence, fraudulent behaviour or wilful misconduct, the Service Provider's liability in connection with this Contract shall not exceed 300% of the Contract Price.

12. CONFIDENTIALITY

12.1 The Service Provider shall:

12.1.1 not disclose any Confidential Information;

12.1.2 keep the Confidential Information in safe and secure custody and protected against theft, damage, loss or unauthorised access;

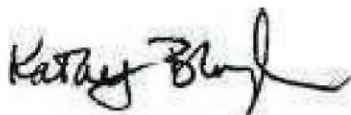
12.1.3 not, whether during the Term or at any time thereafter, directly or indirectly:

- (A) use, exploit, copy or modify any Confidential Information other than for the sole purpose of performing its obligations under this Contract; or
- (B) authorise or permit any third party to do the same without the prior consent of the Employer; and

12.1.4 limit access to the Confidential Information to those of its Affiliates, officers, directors, employees, agents, contractors, Sub-Contractors or advisors who reasonably require such information for the purposes of this Contract and take reasonable steps to ensure that each of them shall observe the restrictions as to confidentiality, disclosure and use as are set out in this Contract.

12.2 The obligations in this Clause 12 shall not apply to any Confidential Information to the extent that the Service Provider is able to demonstrate that the Confidential Information was:

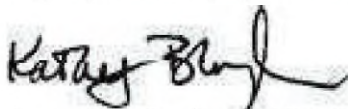
12.2.1 at the time of receipt by the Service Provider, in the public domain, or subsequently came into the public domain through no fault of the Service Provider, its Affiliates, officers, directors, employees, agents, contractors, Sub-Contractors or advisors; or



- 12.2.2 lawfully received by the Service Provider from a third party on an unrestricted basis.
- 12.3 The Service Provider shall not advertise, publicise or release statements in connection with this Contract without the Employer's prior consent.
- 12.4 The Service Provider shall not be in breach of this Clause 12 if it discloses Confidential Information to the extent required by law, regulation or order of a competent authority provided that to the extent practicable in the circumstances, the Employer has been given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.
- 12.5 To the extent requested in writing by the Employer, the Service Provider shall destroy the Confidential Information and confirm in writing to the Employer that it has complied with any such request.
- 12.6 If so requested by the Employer from time to time, the Service Provider shall sign any additional forms relating to confidentiality which the Employer reasonably requires. Such forms may include obligations on the Service Provider to treat certain Project specific information as Confidential Information or which extend the confidentiality obligations contained in this Contract.
- 12.7 The obligations in this Clause 12 shall survive the expiry or termination of this Contract for any reason.

13. INTELLECTUAL PROPERTY

- 13.1 All IP Rights belonging to a Party (or which it uses under a licence from a third party) prior to the date of this Contract, or developed by a Party independently of this Contract ("**Background IP**"), shall remain vested in that Party (or the relevant third party licensor).
- 13.2 Immediately upon creation or performance, all rights, title, interest, property and IP Rights in:
- 13.2.1 any works and services (including deliverables);
- 13.2.2 all documents, data, records, logs, drawings, specifications, processes, schedules, computer programs, object code, source code, network designs, notes, sketches, findings, interim and final reports, inventions, improvements, modifications, discoveries, tools, scripts and all other related documents (whether machine readable or not); and
- 13.2.3 any items arising from or created, produced or developed by the Service Provider (whether alone or jointly with others) under or in connection with this Contract,
- (collectively, the "**Materials**") shall vest in and remain the exclusive property of the Employer.
- 13.3 The Service Provider irrevocably and unconditionally assigns and transfers to the Employer, and shall procure that its Affiliates, officers, directors, employees, agents, contractors and Sub-Contractors assign and transfer to the Employer, all rights, title, interest, property and IP Rights in and to the Materials.
- 13.4 The Service Provider irrevocably and unconditionally waives (and shall procure its Affiliates, officers, directors, employees, agents, contractors and Sub-Contractors to waive) in favour of the Employer any IP Rights it has or may have at law or otherwise to the Materials, including any moral rights which the Service Provider might be deemed to possess under any laws in respect of any Materials.
- 13.5 If any IP Rights in the Materials do not vest in the Employer under Clause 13.2 or Clause 13.3, the Service Provider shall (and shall procure that its Affiliates, officers, directors, employees, agents, contractors and Sub-Contractors shall):
- 13.5.1 do everything reasonably necessary or requested by the Employer either during the Term, or after the expiry or termination of this Contract, to enable the Employer to own the IP Rights in the Materials including:
- (A) formally assigning those rights to the Employer;
- (B) assisting the Employer to obtain those rights; and/or
- (C) transferring (as applicable) registration of those rights to the Employer; and
- 13.5.2 not, and not purport to, encumber, sell, license, or do anything which would otherwise be contrary to the Employer's ownership of such IP Rights.
- 13.6 Until such time as the IP Rights in the Materials have fully vested in the Employer in accordance with this Clause 13, the Service Provider grants (and shall procure that its Affiliates, officers, directors, employees, agents, contractors and Sub-Contractors grant) to the Employer an exclusive, irrevocable, royalty-free and otherwise unrestricted licence to use such IP Rights that forms part of or is incorporated into the Materials, including the right for the Employer to sub-licence such licence.
- 13.7 The Service Provider grants (and shall procure that its Affiliates, officers, directors, employees, agents, contractors and Sub-Contractors grant) to the Employer a non-exclusive, irrevocable, royalty-free and



otherwise non-transferable licence to use any Background IP. Notwithstanding the foregoing, the Employer shall be granted the right to sub-licence such licence within its own organization, including Affiliates.

- 13.8 After the IP Rights in the Materials are owned by the Employer, the Service Provider shall have the non-exclusive, non-transferable, irrevocable, non-sublicenceable and royalty-free right during the Term to use the Materials solely in connection with its performance of its obligations under this Contract.
- 13.9 The Service Provider shall not use any of the Employer's trademarks, brands or logos for any purpose without the Employer's prior consent.
- 13.10 The obligations in this Clause 13 shall survive the expiry or termination of this Contract for any reason.

14. SUSPENSION

- 14.1 At any time and for any reason, the Employer may give the Service Provider written notice suspending (in whole or in part) the performance of the Service Provider's obligations under this Contract.
- 14.2 Unless the suspension is directly or indirectly due to a breach of this Contract by the Service Provider, the Employer shall pay to the Service Provider any reasonable direct costs arising from the suspension which are incurred by the Service Provider in the course of performing its obligations under this Contract up to and including the effective date of the suspension.

15. TERMINATION

- 15.1 The Employer may terminate this Contract, or any part thereof, at any time for its convenience by giving at least 7 days' notice of termination. Following such termination the Employer shall pay to the Service Provider:

- 15.1.1 such sums as are due to the Service Provider for its performance of its obligations under this Contract up to and including the effective date of such termination; and
- 15.1.2 any reasonable direct costs of demobilisation (excluding any cost of redeploying machinery, equipment or personnel or repatriating personnel) arising from the termination which are incurred by the Service Provider as a direct result of the termination,

as are set out in an invoice issued by the Service Provider in accordance with Clause 7.

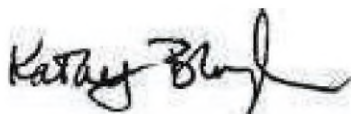
- 15.2 The Employer may terminate this Contract, or any part thereof:

- 15.2.1 by giving immediate notice of termination if:

- (A) the Service Provider becomes or is deemed to be insolvent or bankrupt, enters into liquidation, whether voluntary or compulsory (other than for solvent reconstruction), passes a resolution for its winding up, has a receiver, manager or administrator, trustee or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt;
- (B) the Service Provider is legally prohibited or restricted from performing its obligations under this Contract;
- (C) the Service Provider or any of its shareholders, Affiliates, officers, directors, employees, agents, contractors, Sub-Contractors or suppliers is convicted of any offence or is otherwise guilty of serious misconduct or any conduct that, in the Employer's opinion, does or may bring the Service Provider (or any of its shareholders, Affiliates, officers, directors, employees, agents, contractors, Sub-Contractors or suppliers), the Employer (or any of its Affiliates, officers, directors, employees, agents, contractors or suppliers) or its or their business, products or services into disrepute; or
- (D) the Service Provider commits, whether directly or indirectly through others, any acts of adulteration, deception, manipulation, bribery or other acts harmful or damaging to the Employer's interest;

- 15.2.2 by giving at least 3 Business Days' notice of termination if:

- (A) the Service Provider commits a breach of any of its material obligations under this Contract;



- (B) the Service Provider commits a breach of any of its non-material obligations under this Contract and fails to remedy such breach to the reasonable satisfaction of the Employer within 7 days of receipt of written notice; or
- (C) the Service Provider commits persistent breaches of its obligations under this Contract.

15.3 If the Employer terminates this Contract on any of the grounds referred to in Clause 15.2, the Employer shall pay to the Service Provider such sums as are due to the Service Provider for its performance of its obligations under this Contract up to and including the effective date of the termination as are set out in an invoice issued by the Service Provider in accordance with Clause 7 less:

15.3.1 all costs and damages arising from such breach; and

15.3.2 costs incurred by the Employer to appoint a third party to complete the performance of the Service Provider's obligations under this Contract.

The Employer's deduction of the above costs and damages from payments due to the Service Provider shall not prejudice any other right the Employer has in connection with this Contract or as a result of the Service Provider's breach of this Contract.

15.4 If this Contract is terminated for any reason:

15.4.1 the Parties shall cease further performance of their obligations under this Contract after the effective date of the termination and the Service Provider shall take all such actions in this regard as reasonably directed by the Employer;

15.4.2 the Parties shall each retain all rights and claims which arose on or prior to the effective date of termination and the Parties shall be released from any further obligations in connection with this Contract;

15.4.3 the Service Provider shall use its best endeavours to mitigate or minimise all damage and cost suffered or incurred by the Employer, the Service Provider and third parties in connection with the termination including the Service Provider's costs of demobilisation;

15.4.4 the Service Provider shall immediately deliver to the Employer or otherwise dispose of, as directed by the Employer:

(A) all Confidential Information and all items to which the Employer has any right, title, interest, property or IP Rights arising in connection with this Contract or otherwise;

(B) all deliverables (whether completed or not) and all related documents, materials and information that are reasonably required by the Employer in order to be able to complete such deliverables; and

(C) any other documents, materials and property belonging to the Employer or its Affiliates, officers, directors, employees, agents or contractors,

which are in the possession or control of the Service Provider, or any of its shareholders, Affiliates, officers, directors, employees, agents, contractors, Sub-Contractors or suppliers and the Service Provider shall certify in writing to the Employer that the same has been done.

15.5 The obligations in this Clause 15 shall survive the expiry or termination of this Contract for any reason.

16. ASSIGNMENT AND SUB-CONTRACTING

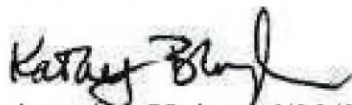
16.1 The Employer may assign, novate or permit to be taken as security the whole or any part of this Contract or any benefit or interest in or under this Contract without the consent of the Service Provider and shall inform the Service Provider of such event in due time.

16.2 The Service Provider shall not assign, novate or permit to be taken as security the whole or any part of this Contract or any benefit or interest in or under this Contract without the prior consent of the Employer.

16.3 The Service Provider shall not sub-contract the whole or any part of the performance of its obligations under this Contract without the prior consent of the Employer.

17. FORCE MAJEURE

17.1 Force Majeure means any event or circumstance not within the reasonable control of a Party and which, by the exercise of due diligence and the level of skill, prudence and foresight generally expected of a person in the Party's position, that the Party is not reasonably able to foresee, prevent, avoid, control or overcome including strikes, lockouts, bans, slowdowns (excluding those occurring among



the employees of the Service Provider or its Sub-Contractors) or other industrial disturbances of a general nature, acts of a public enemy, wars, terrorism, blockades, insurrections, riots, sabotage, epidemic or quarantine, landslides, earthquakes, floods, sand storms, lightning, civil disturbances, fire or explosions.

17.2 The following matters shall not constitute Force Majeure under this Contract:

- 17.2.1 lack of finances or funds, or inability to borrow the same;
- 17.2.2 an obligation to pay any amount;
- 17.2.3 general economic conditions and exchange rate fluctuations;
- 17.2.4 the financial condition of the Service Provider or any Sub-Contractor;
- 17.2.5 failure of any Sub-Contractor to perform its obligations; or
- 17.2.6 equipment breakdown resulting from wear and tear, lack of maintenance or the failure to carry sufficient spare parts.

17.3 The Party claiming to be affected by Force Majeure shall bear the burden of proving that the event or circumstance constitutes Force Majeure and that it is so affected by the same.

17.4 Consequences of Force Majeure

- 17.4.1 If a Party is unable to comply with its obligations under this Contract as a result of Force Majeure, that Party's performance of the obligations affected by Force Majeure shall be suspended in whole or in part to the extent that, and for the duration which, that Party's ability to perform those obligations is affected by Force Majeure.
- 17.4.2 To the extent that the Service Provider is not performing the Services, the Employer's payment obligations under this Contract will be suspended.
- 17.4.3 During the suspension of any obligation under Clause 17.4.1, the Employer may make alternative arrangements for the performance of any suspended non-financial obligation, whether by another person or otherwise, without incurring any liability to the Service Provider.

17.5 Notification

A Party which is, or expects to be, unable to perform any obligation under this Contract by reason of Force Majeure shall:

- 17.5.1 notify the other Party of the occurrence of the Force Majeure as soon as possible but not more than 2 days after its occurrence, giving reasonably full particulars of the Force Majeure and details of the obligations that it is unable to perform by reason of the Force Majeure, the date of commencement of the Force Majeure and, where possible, the means to mitigate the effect of the Force Majeure;
- 17.5.2 resume full performance as quickly as possible after termination of the Force Majeure or after the Force Majeure has abated to an extent which permits resumption of performance; and
- 17.5.3 notify the other Party when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur.

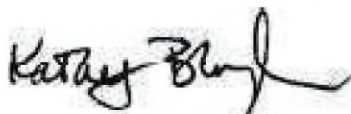
17.6 Special Covid-19 Provisions

17.6.1 In this Clause 17.6:

- (A) **"COVID-19 Pandemic"** means the outbreak of the coronavirus disease 2019 ("COVID-19"), as recognised as a pandemic by the World Health Organization on 11 March 2020; and
- (B) **"Government Authority"** means the government of the Kingdom of Saudi Arabia or of any political subdivision thereof, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies).

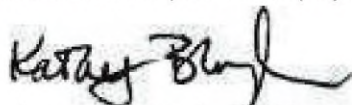
17.6.2 Notwithstanding anything to the contrary in the Contract:

- (A) The Parties agree that all the laws, official decisions and directives of the Government Authority (the **"Laws"**) related to the COVID-19 Pandemic published or in force, as the case may be, as of the Effective Date (the **"Reference Date"**) (the



"Existing COVID-19 Laws") were fully considered by them, are fully reflected in the Contract Price and their respective obligations under the Contract shall be performed notwithstanding the adverse effect of the Existing COVID-19 Laws and without any recourse to Clause 17 (Force Majeure), Clause 18 (Change in Law) or any other remedy available to it under the Laws.

- (B) If any additional Laws, or any other laws applicable to this Contract, related to the COVID-19 Pandemic become effective after the Reference Date (the "**New COVID-19 Laws**"), any adverse impact of the New COVID-19 Laws on a Party shall constitute Force Majeure under Clause 17 (provided all the other requirements for Force Majeure under this Contract and Sub-Clause (C) below are satisfied). The Parties agree that relief under Clause 17 shall constitute the sole and exclusive remedy related to the New COVID-19 Laws. Any adverse impact from the New COVID-19 Laws shall not entitle a Party to relief under any provisions hereunder dealing with Clause 18 (Change in Law), or any other remedy available to it under the Laws.
- (C) Before a Party may give notice of Force Majeure under Clause 17.5 related to the New COVID-19 Laws (a "**COVID-19 FM Notice**"), the Parties acting reasonably and in good faith shall have determined that technological substitution or other alternative measures to minimize the adverse impact of the New COVID-19 Laws on the performance by a Party are not commercially reasonable.
- (D) Following receipt of a COVID-19 FM Notice by the Employer, the Employer may within 28 days and upon reasonable written notice to Service Provider and in its sole discretion:
 - (1) descope at no cost to it all or part of the obligations the performance of which is or will be prevented by the New COVID-19 Laws. If the Employer proceeds to perform (or cause to be performed) any such descoped obligations, the Employer shall do so at its own cost and the Service Provider shall co-operate in good faith with, and provide reasonable assistance and information to, the Employer and Persons nominated by it to perform such descoped obligations; and
 - (2) either:
 - (a) suspend at no cost to it all or part of the Contract; or
 - (b) terminate all or part of the Contract at no cost to it upon 5 days' written notice.
- (E) The Service Provider undertakes:
 - (1) to use all reasonable endeavours to prevent the spread of COVID-19 among its personnel, the Employer's work site and any person at the Employer's work site, and to pre-empt, avoid, and mitigate its impacts during performance of the Services for the Employer, including in particular where such Services are provided at a work site of the Employer;
 - (2) that any person coming on the Site or otherwise performing the Services (other than employees or representatives of the Employer) shall have COVID-19 medical insurance in place;
 - (3) to, where Services are conducted at a work site of the Employer, comply and cause all persons performing such services to comply at all times with the laws of the Kingdom of Saudi Arabia related to COVID-19 and good industry practice, including operational protocols, related to COVID-19;
 - (4) to comply in good faith with all COVID-19-related reporting requirements, data gathering and information sharing requirements reasonably requested by the Employer;
 - (5) to use such videoconferencing and similar remote working technology (such as Microsoft Teams) as the Employer may specify; and



- (6) to cause its subcontractors at all levels to agree on a back-to-back basis with a clause in form and substance similar to that of this Clause 17.6.

18. CHANGE IN LAW

If a Change in Law does or will materially adversely affect the Service Provider's performance of its obligations under this Contract, the Service Provider may give a notice to the Employer with respect to such Change in Law. The Employer shall determine the impact, if any, of such Change in Law and agree a procedure with the Service Provider to manage the impact of such Change in Law. This Clause 18 shall only apply to the extent that any additional costs or delay that the Service Provider incurs (or will incur) as a result of a Change in Law are directly and solely related to the Service Provider's performance of the Services.

19. DISPUTE RESOLUTION

- 19.1 All disputes or disagreements arising out of or in connection with the formation, performance, interpretation, nullification, termination or invalidation of this Contract or any other related dispute or disagreement shall be settled by means of the courts of the Kingdom of Saudi Arabia.
- 19.2 Despite any litigation initiated, the Service Provider shall continue to perform its obligations under this Contract pending resolution of the dispute.
- 19.3 The Service Provider shall not raise any claim, proceeding or action in connection with the formation, performance, interpretation, nullification, termination or invalidation of this Contract against any:
- 19.3.1 part of the Government of the Kingdom of Saudi Arabia other than the Employer;
 - 19.3.2 Affiliate of the Employer; or
 - 19.3.3 officer, director or employee of the Employer.
- 19.4 The obligations in this Clause 19 shall survive the expiry or termination of this Contract for any reason.

20. NOTICES

- 20.1 All communications (including certificates, notices, consents, approvals, requests and demands) under or in connection with this Contract:
- 20.1.1 shall be in writing and addressed as set out in the Contract Data or as otherwise notified by a Party to the other from time to time;
 - 20.1.2 shall be signed by or on behalf of the Party making the communication;
 - 20.1.3 shall be delivered by courier or email; and
 - 20.1.4 subject to Clause 20.2, shall be taken to have been received by the addressee:
 - (A) in the case of delivery by courier, on the date shown on the receipt issued by the courier; or
 - (B) in the case of email, on the date and at the time the email is sent, unless that time is outside normal business hours in Saudi Arabia, in which case that communication is taken to be received on the next Business Day in Saudi Arabia.
- 20.2 All invoices issued in connection with this Contract, all notices issued in connection with Clause 19 and any other form of claim issued by one Party against the other in connection with this Contract, shall be delivered by courier and not by email.

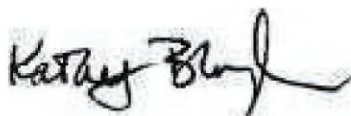
21. MISCELLANEOUS

21.1 Governing law

This Contract is governed by the laws of the Kingdom of Saudi Arabia.

21.2 Ethics

The Service Provider shall use its best endeavours to avoid any act or omission which may conflict in any way with the interests, standing or reputation of the Employer or its Affiliates and the Service Provider shall procure that its Affiliates and Sub-Contractors do likewise. For the purpose of this Clause 21.2, an act shall include the giving or receiving of any gift (including entertainment), payment, loan, goods, service or favour of any kind.



21.3 Entire agreement

This Contract contains the entire agreement between the Parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between them, whether oral or in writing. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement, solicitation or understanding of any kind or nature not set out in this Contract.

21.4 Amendments

This Contract shall only be amended, modified or varied by a document signed by or on behalf of each Party.

21.5 Relationship of the Parties

The relationship of the Parties is that of independent contractors dealing at arm's length, and except as otherwise stated in this Contract, nothing in this Contract shall constitute the Parties as partners, joint venturers, co-owners or as the agent, employee or representative of the other or empower either Party to act for, bind or otherwise create or assume any obligation on behalf of the other and neither Party shall hold itself out as having authority to do the same.

21.6 Third Party Rights

Unless stated otherwise, no third party shall have the benefit of any rights under this Contract.

21.7 Severance

Any provision of this Contract which is prohibited or unenforceable is ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provisions.

21.8 Indemnities

21.8.1 Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the Parties, and survives the expiry or termination of this Contract for any reason.

21.8.2 It is not necessary for a Party to incur any cost or to make any payment before enforcing a right of indemnity conferred by this Contract.

21.8.3 A Party shall pay on demand any amount it is required to pay under an indemnity in this Contract.

21.9 No Representation or Reliance

No Party (nor any person on a Party's behalf) has made any representation or other inducement to the other Party to enter into this Contract, and each Party does not enter into this Contract in reliance on any representation or other inducement by or on behalf of any other Party except for representations or inducements expressly set out in this Contract.

21.10 Waiver

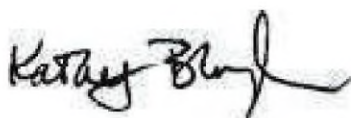
A Party's failure to exercise, or delay in exercising, a right or remedy under this Agreement does not operate as a waiver of that right or remedy. No single or partial exercise of any right or remedy under this Agreement shall prevent or restrict the further exercise of that right or remedy. A waiver given by a Party under this Contract shall only be effective and binding on that Party if it is given or confirmed in writing by that Party.

21.11 Cumulative Rights

Unless expressly stated otherwise or the context does not permit, the rights, powers, privileges and remedies provided in this Contract are cumulative.

21.12 Survival

Provisions of this Contract which are expressed to survive its expiry or termination, or from their nature or context, it is contemplated that they are to survive expiry or termination, shall remain in full force and effect despite expiry or termination of this Contract for any reason.



21.13 Further acts and documents

The Service Provider shall promptly do all further acts and execute and deliver all further documents (in a form and content reasonably satisfactory to the other Party) required by law or reasonably requested by the Employer in order to give effect to this Contract.

21.14 Consents

A consent required under this Contract from a Party shall be in writing and may be given or withheld, or may be given subject to any conditions, as that Party (in its sole discretion) thinks fit, unless this Contract expressly provides otherwise.

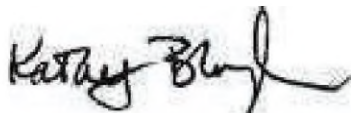
21.15 Counterparts

This Contract may be executed in any number of counterparts and by the Parties on separate counterparts. Each counterpart constitutes an original of this Contract and all together constitutes one agreement.

21.16 Costs

Except as otherwise provided in this Contract, each Party shall pay its own costs in connection with negotiating, preparing, executing and performing its obligations under this Contract.

[The remainder of this page is left intentionally blank.]

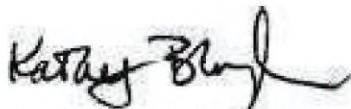
A handwritten signature in black ink, appearing to read "Katay Bligh". The signature is fluid and cursive, with a long horizontal stroke at the end.

SCHEDULE 1**SCOPE OF SERVICES****1. INTRODUCTION**

This Schedule 1 sets out the scope of the Services to be provided to the Employer by the Service Provider under and in accordance with the terms of this Contract.

2. SCOPE OF SERVICES**2.1 Social Media Management Retainer Fee**

- Account director stationed full time with 5 – 10 years' experience in areas related to development and implementation of a CSR strategy and policy (at least 3 days per week). One designer that excels in both motion and graphic designing. One creative bilingual copywriter.
- Create and manage a process for posting on any of CSR Social Media platforms and website
- Provide detailed implementation of communication and marketing plans for each CSR initiative
- 52-week editorial calendar for posting content
- Monitor social media and media for any potential reputation risks for or CSR, and gather intelligence, where required, on any incident occurred.
- Develop KPIs to measure success of social media campaigns
 - Content generation requirements as highlighted in the tender document, including social media posts, will be fully met under this service.
 - We will develop a variety of post types which include image posts, video posts, animated GIFs, social media filters and text (short and long form) posts.
 - We will write, design and publish this content as well as create an editorial calendar based on moments in time and ad hoc opportunities.
 - We will have professional Arabic copywriters as part of the team, in addition to hiring and training local workforce in Tabuk when deemed necessary, to work on the account, as part of our commitment to youth development and employment strategy.
 - We will hire and train local people for copywriting in Arabic as well as overall social media management.
- We will conduct media monitoring using Brandwatch Consumer Research (previously, Crimson Hexagon). (Consumer research can collect data written in any language. It can also analyze data for sentiment and key topics in 44 languages, including Arabic.)
- We will use Sprout Social for monitoring and management of owned social media channels. Both tools are best in class and have helped deliver valuable RoI in terms of social media insights for our clients.
- In addition to Ruder Finn's internal Social Media monitoring software, when needed, we will retain the monitoring services of one of the leading regional entities, which will provide us with on-demand Arabic capabilities, reporting and analysis. We will produce and share technical reports that monitor the campaign KPIS, including impressions, engagement, etc. We will agree on the appropriate cadence of reports (e.g. biweekly, monthly, etc.).
- We envision this being managed from KSA with support from Ruder Finn Asia and US teams.
- Social media platforms for consideration based on MAUs (Monthly Active Users): Facebook, YouTube, Instagram, TikTok, Twitter, LinkedIn, and Snapchat.
- The Ruder Finn team would be ready to start once the agreement is signed between the two parties. The regional and global teams will immediately start work on managing the account
- Outside of the KSA hub, we envision global support from three Ruder Finn services: (1) the technology team in India and the US will support the web design, programming and ensure



appropriate hosting (2) the branding team from Asia or New York would support the visual identity and brand strategy work (3) the CSR team from Washington DC will support the development of the overall strategy and implementation plan, including recommendations in terms of content, tone and timing (e.g. editorial calendar)

- The inhouse graphic designers at Ruder Finn can start work immediately on the requirements. Our experienced graphic designers spread across our global offices can address and work on the briefs from the start of the contract.

2.2 Programs Brand strategy

- Develop overall brand strategy including:
 - Qualitative and quantitative research (and review of existing materials)
 - Create key messages and FAQ
 - Conduct KOL research and stakeholder engagement
 - Develop overall brand strategy

2.3 Programs Visual identity development

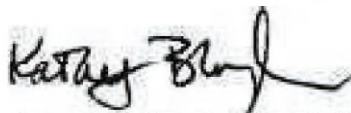
- Create visual look, logo and feel for NEOM CSR campaign, including:
 - Templates for social tiles
 - Sample posts
 - PPT templates
 - Logo (if needed)

2.4 Website Development

The Website Hosting requirement is no longer needed by NEOM as it will be handled internally; however, below are the technical deliverables that we will work on for the website development:

We will develop the frontend (page template creation, HTML, JavaScript, CSS, etc.) and backend (CMS tech selection, server-side programming, etc.)

- Use technology that supports the download of creative assets for collaboration
- Use ready-made international technology that supports going live fast (Drupal is preferable option)
- Ability to preview content prior to publishing
- Use common and standard language (English)
- Follow a responsive design methodology and support building prototypes (aka page creation)
- Use real time behavior tracking and analytics (through analytics software Google Analytics)
- Ensure we have log in and allow admins to setup and configuration of rule-based personalization
- Include personalization capabilities
- Include email communications capabilities and a newsletter engine, offers engine and the ability to create branded campaigns and personalized offers and promotions with the option for users to unsubscribe. (We will explore a suitable CRM to augment the website). Use workflow



designer for content publishing and approvals, with a preview mode, the platform should also support version control for content

2.5 Website design

Design and create website including wire frames ensure infrastructure that will be hosting the platform fully adheres to global standards and best practices on a major cloud platform.

o While we will be flexible on the design plan depending on the nature of the hosting, there is a necessity to have a robust, scalable, and secure content management system (CMS) Drupal 8 is considered to be a leading CMS solution and one we have used with great success for other clients. Here is a link to the official Drupal showcase which provides case studies on some of the 1M or so websites that run on Drupal!

Site will:

- be scalable
- published securely to the internet and adheres to global security standards for content publishing, this includes ensuring that proper security frontends such as secure sockets, filtering, firewalls, and web-application firewalls are considered (NEOM IT will be responsible for infrastructure security which includes firewalls and other fail-safes)
- trigger notifications for workflows and provide RSS Feeds capabilities (to be defined)
- support marketing automation capabilities including Email Campaigns, Marketing campaigns along with A/B Testing on content (this will be a part of the CRM solution)
- provide a Digital assets management "DAM" capability, and provide a build in repository to store assets and content with the ability to use/link external repositories
- provide a powerful API for content, digital assets, and the ability to connect to external APIS
- search capabilities in addition to ability to search in content, site, and digital assets (The chat feature required additional development. We will discuss feasibility)
- fully support Arabic and English languages. Other languages required in the future as deemed necessary will be agreed upon in a separate scope.

with the ability to switch the language and provide other personalization configuration for the user and the administrator

- support advanced Search Engine Optimization capabilities with content tagging, SEO Best practices, and must support open graph with best practices for all social media platforms
- support signups/registration for platform users with a secure authentication model



2.6 Website management

Our budget includes full management of NEOM's CSR website, including content development and updates – editorial posts and release - and validation, development of image assets for the pages as needed.

Ruder Finn is a women-owned business with a strong commitment to diversity and inclusion. We will use our local network to recruit and train women in the community to support customer service.

- Full management of CSR's website
 - o Content development and editing of features, press releases and regular updating of site content
 - o Content Validation and confirmation.
 - o Develop image assets for the pages as needed
- 12-hour customer support service to make a responsive CSR platform that can answer people inquiries and evaluate their suggestions or concerns

2.7 Filming services

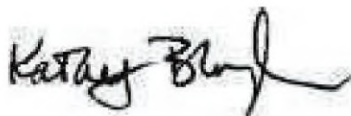
- 1 video monthly (2 to 4 minutes long) that is acceptable by to promote 's CSR initiatives and to enhance the engagement of with the local community.
- 4 videos (5 to 7 minutes long) that are acceptable by NEOM CSR to tell the story of CSR and its impact on the beneficiaries and the local community, including the students the company is sponsoring in universities inside and outside the Kingdom and students of the Academy.
- 2- Short films (1-2) minutes to present to the board of directors the developments of 's CSR programs, that might include graphics, motion graphics and numbers.
- 3 videos per year for national occasions (**national day, Ramadan, Eids**)

3. MILESTONES SCOPE

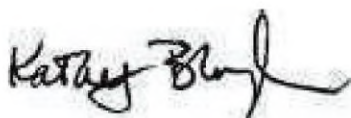
Media & Community

Scope Details

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. Account director stationed full time in with a 5 – 10 years' experience in areas related to development and implementation of a CSR strategy and policy (at least 3 days per week). One designer that excels in both motion and graphic designing. One creative bilingual copywriter. | <ul style="list-style-type: none"> ➤ 1 account director ➤ 1 Motion graphic/ Graphic Designer ➤ 1 Writer (English & Arabic) |
|--|---|



- | | |
|---|---|
| 2. Create an approved process for posting on any of CSR Social Media platforms and website. | ➤ 1 process accepted by |
| 3. Provide detailed implementation of communication and marketing plans for each CSR initiative. | ➤ Detailed implementation for each CSR initiative |
| 4. Full management of CSR's website and social media platforms <ul style="list-style-type: none"> ○ New posts and releases management. ○ Content Development which include posts or news releases. ○ Ensure appropriate approval process. ○ Website design development. ○ Website content generation and management ○ CRM mechanism through the website ○ Building a multimedia library for the website ○ 12-hour customer support service to make a responsive CSR platform that can answer people inquiries and evaluate their suggestions or concerns. | ➤ As deemed necessary and approved by CSR |
| 5. 52-week editorial calendar for posting content
Types of content includes (Static visuals, GIFs, Motion Videos, Films... etc.) agency is responsible for the delivering of both written and media content. | ➤ 1 editorial calendar |
| 6. Monitor social media and media for any potential reputation risks for or CSR, and gather intelligence, where required, on any incident occurred. | ➤ Daily monitor report
➤ One Monthly analysis and assessment
➤ Report |
| 7. Develop KPIs to measure success of social media campaigns | ➤ Development of key indicators that are accepted by NEOM .
➤ Provide monthly and yearly KPI reports
➤ Achieve targets of:
➤ 250k of followers on Twitter by end of 2020; 500k by end of June 2021
➤ 50k of followers on Instagram by end of 2020; 100k by end of June 2021
➤ 100k of followers on LinkedIn by end of 2020; 200k by end of 2021
➤ |
| 8. Developing media content for CSR different initiatives to create <ul style="list-style-type: none"> a. 1 video monthly (2 to 4 minutes long) that is acceptable by to promote 's CSR initiatives and to enhance the engagement of with the local community. b. 4 video Yearly (5 to 7 minutes long) that are acceptable by NEOM CSR to tell the story of CSR and its impact on the beneficiaries and the local community, including the students the company is sponsoring in universities inside and outside the Kingdom and students of the Academy. | ➤ Excellence of content delivery
➤ Clear and descriptive view the of the media provided
➤ Comparison of provided media with relation to other online content in terms of graphics richness, creativity, and content |



- c. 2 Short films (1-2) minutes to present to the board of directors the developments of 's CSR programs, that might include graphics, motion graphics and numbers.
- d. 3 videos per year for national occasions (national day, Ramadan, Eids)
- e. Any additional Ad hoc request to be priced and handled in the same way the contracted films are

Platform

Scope Details

- | | |
|--|-----------------------------------|
| 1. Platform should be built using a technology that supports the download of creative assets for collaboration | ➤ Feature availability validation |
| 2. Platform should be built using a readymade international technology that supports going life fast (Drupal is preferred option) | ➤ Feature availability validation |
| 3. Platform will support the ability to preview content prior to publishing | ➤ Feature availability validation |
| 4. Platform must be built using a common and standard language (English) | ➤ Feature availability validation |
| 5. Platform must follow a responsive design methodology | ➤ Feature availability validation |
| 6. Platform must support building prototypes (aka page creation) | ➤ Feature availability validation |
| 7. Platform must provide real time behavior Tracking and Analytics (through analytics software e.g. Google analytics) | ➤ Feature availability validation |
| 8. Platform must setup a profile for each registered user logged in (note: visitor does not require sign in) | ➤ Feature availability validation |
| 9. Platform should allow admins to setup and configuration of rule-based personalization | ➤ Feature availability validation |
| 10. Platform should provide personalization capabilities including journeys, the display personalized content and messages across the site and emails, along with pre-defined personas for the journeys of up to 6 personas (to be further defined) additionally, platform should be able to record user and customer data for personalization of the experience, including, location, behavioral data, marketing preferences, browsing habits, campaigns and more. (These will be achieved through Google analytics and Drupal) | ➤ Feature availability validation |
| 11. Platform should fully support email communications capabilities including automated, service-based emails, such as registrations, in addition to errors and alerts, etc...(We will explore a suitable CRM option to augment the capabilities of the platform) | ➤ Feature availability validation |
| 12. Platform to provide a newsletters engine, offers engine and the ability to create branded campaigns and personalized offers and promotions with the option for users to unsubscribe (this will be a part of the CRM solution) | |
| 13. Platform must support a workflow designer for content publishing and approvals, with a preview mode, the platform should also support version control for content and how the page appeared () (This will be covered under number 3 and 6) | ➤ Feature availability validation |



- | | |
|---|-----------------------------------|
| 14. Platform should be able to trigger notifications for workflows and provide RSS Feeds capabilities (to be defined) | ➤ Feature availability validation |
| 15. Platform should support marketing automation capabilities including Email Campaigns, Marketing campaigns along with A/B Testing on content (This will be covered in the CRM solution.) | ➤ Feature availability validation |
| 16. Platform must provide a Digital assets management "DAM" capability, and provide a build in repository to store assets and content with the ability to use/link external repositories | ➤ Feature availability validation |
| 17. Platform should provide a powerful API for content, digital assets, and the ability to connect to external APIs as well | ➤ Feature availability validation |
| 18. Platform should provide search capabilities in addition to ability to search in content, site, and digital assets. The chat feature requires additional development. We will discuss the feasibility. | ➤ Feature availability validation |
| 19. Platform should fully support Arabic and English languages with the ability to switch the language and provide other personalization configuration for the user and the administrator | ➤ Feature availability validation |
| 20. Platform should support advanced Search Engine Optimization capabilities with content tagging, SEO Best practices, and must support open graph with best practices for all social media platforms | ➤ Feature availability validation |
| 21. Platform must support signups/registration for platform users with a secure authentication model | ➤ Feature availability validation |

Website Development

Scope Details

- | | |
|---|---|
| 1. Create a scalable and secure architecture with distributed content delivery network for quick access and distribution of media content (Audio/Video/Images) to ensure a smooth user experience | ➤ Design review and validation
➤ Scalability and platform security
➤ CDN Content validation and performance tests |
| 2. Ensure that the platform is published securely to the internet and adheres to global security standards for content publishing, this includes ensuring that proper security frontends such as secure sockets, filtering, firewalls, and web-application firewalls are considered (Note: NEOM IT will be responsible for the infrastructure security which includes firewalls and other fail-safes) | ➤ Penetration tests against the platform
➤ Security tests and validations |



SCHEDULE 2**SCHEDULE OF RATES****1. CONTRACT PRICE**

- 1.1 The total Contract price is USD 1,701,000 (SAR 6,367,750)
- 1.2 The breakdown of the lump sum Services Contract Price against the milestones elements of the Services is itemized in Table 3. Schedule of Payment Milestones.

2. INVOICING.

- 2.1 Compensation for the Services will be made on the basis of the amount of the Services and deliverables satisfactorily and acceptance in accordance and the provisions set out in this Table 3. Schedule of Payment Milestones.

Items Description	UoM	Number	Price per Month	Total USD
<u>Monthly Fees</u>				
Social Media Management Retainer Fee	Month	12	USD 55,000	USD 660,000
Deliverables				
Programs Brand strategy	Qty	1	USD 85,000	USD 85,000
Programs Visual identity development	Qty	1	USDD 30,000	USD 30,000
Website Development	Qty	12	USD 15,833	USD 190,000
Website design	Qty	1	USD 80,000	USD 80,000
Website management	Qty	12	USD 25,500	USD 306,000
Filming services	Qty	10	USD 35,000	USD 350,000
Total Contract Price USD – Excluding WHT	1,701,000			

Table 3. Schedule of Payment Milestones

